

STATE OF NEW HAMPSHIRE APPROVAL SIGNATURE PAGE

Contracts for: Uninterruptible Power Supply Maintenance and Repair Services

Please review and approve the attached contract for UPS maintenance and repair services.

* * * * *

Proposed By: Paul C. Rhodes
Paul Rhodes
Purchasing Agent,
Purchase & Property

Date Proposed: 1/22/15

Recommended By: Robert D. Stowell

Robert D. Stowell,
Administrator,
Purchase & Property

Date Proposed: 1/23/15

Endorsed By: Michael P. Connor
Michael P. Connor
Deputy Commissioner,
Dept. of Adm. Serv.

Date Endorsed: 1/26/15

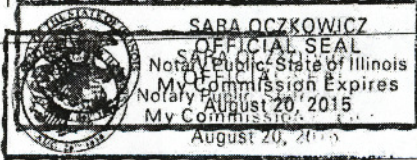
Approved By: Linda M. Hodgdon
Linda M. Hodgdon
Commissioner,
Dept. of Adm. Serv.

Date Approved: 1/28/14

Subject: Uninterruptible Power Supply Maintenance and Repair Services**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capital Street Concord, NH 03301	
1.3 Contractor Name J & S Power Solutions, Inc.		1.4 Contractor Address 201 E. Ogden Avenue St. 14 Hinsdale, IL 60521	
1.5 Contractor Phone Number 800-930-1532	1.6 Account Number	1.7 Completion Date January 31, 2018	1.8 Price Limitation \$205,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature <i>Tania Martinez</i>		1.12 Name and Title of Contractor Signatory <i>Tania Martinez</i> <i>Director of Administration</i>	
1.13 Acknowledgement: State of <i>Illinois</i> , County of <i>DePage</i> On <i>1/8/15</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Sara Oczkowicz</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

PURPOSE

J & S Power Solutions, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Uninterruptible Power Supply Maintenance and Repair Services for Department of Administrative Services in accordance with NH State Proposal RFB # 1667-15 and described herein.

TERM

This contract shall be effective from the date approved by the Bureau of Purchase and Property Commissioner of Administrative Services and terminating on January 31, 2018. This agreement may be extended for up to two additional years under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the with the approval of the Commissioner of the Department of Administrative Services, but and shall not to exceed five years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

SCOPE OF WORK

The Contractor shall provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Uninterruptible Power Supply (UPS) annual maintenance and repair services, at the locations and other agencies/locations as needed for the entire State of New Hampshire.

Services shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to annual maintenance being performed.

Service Category 1 – Annual Maintenance Agreements

Requirements

Capability to service all commercially available UPS brands and models including, but not limited to, APC, MGE, SmartUPS and Symettra.

Contractor must offer annual maintenance services for all UPS systems listed in Exhibit B.

Annual maintenance services shall include the following:

- Annual maintenance pricing shall include one annual preventative maintenance visit per year and as many repair visits as may be necessary to maintain the equipment in accordance with manufacturer's specifications.
- Pricing will also include the repair and/or replacement of all parts as needed to maintain the equipment in accordance with manufacturer's specifications, excluding batteries.
- All parts provided by the Contractor shall be new from original equipment manufacturer (OEM).
- Annual maintenance pricing shall also include all labor and travel expenses necessary to perform any and all services.
- Annual maintenance pricing shall include a 7x24x365 toll-free telephone support number for problem intake and assessment, with a two (2) hour call back response.
- Annual maintenance pricing shall also cover 7x24x365 emergency repair service with a four (4) hour on-site response. A technician must be on-site within four (4)

hours of call-back. At the State's discretion, any error message shall be deemed as an emergency and must be evaluated by an on-site technician.

- Annual Preventative Maintenance shall include:
 - Changing filters;
 - Testing batteries;
 - Testing interfaces to linked systems, if attached;
 - Internal and external inspection of the entire unit;
 - Monitoring UPS battery life and providing battery replacement recommendations to the State; and
 - Re-calibration of UPS to the manufacturer's original specifications.
- Contractor must have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary. The load testing shall not be included in the annual maintenance cost or required as part of the Annual Maintenance. This testing, if required, shall be billed on a Time and Material basis according to the pricing listed in Exhibit B for Service Category 2.
- Preventative maintenance visits and non-emergency scheduled repairs may be arranged at the convenience of the parties.

Warranty Terms

- Parts – 90 days
- Services – 90 days
- Contractor shall dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, including, but not limited to batteries.

Batteries shall not be covered under the annual maintenance agreement, the State shall pay separately for UPS batteries, however, no travel, shipping or disposal charges may be added to the price.

The Contractor shall quote batteries to the end using agency when replacements are needed. The State reserves the right to quote/bid battery replacements out to other vendors.

In the event that the State wishes to cover additional UPS units under an annual maintenance agreement:

- The Contractor shall perform an inspection of the UPS and provide a "health check" assessment of the unit.
- If necessary, the health check shall include a quote for all parts and services required to bring the unit up to manufacturer's specifications prior to being covered by the Contract.
- If the agency agrees to put the UPS system on the Contract the resulting remedial services shall be performed in accordance with Service Category 2 of this bid.

Service Category 2 – Break-Fix Services

Requirements

Capability to service all commercially available UPS brands and models including, but not limited to, APC, MGE, SmartUPS and Symettra.

Contractor must offer break-fix services on units not covered by an annual maintenance agreement. Services shall include:

- The Contractor shall provide a 7x24x365 toll-free telephone support number for problem intake and assessment with a two (2) hour call back response.
- A 7x24x365 emergency repair service with a four (4) hour on-site response is required. A technician must be on-site within four (4) hours of call-back. At the State's discretion, any error message shall be deemed as an emergency and must be evaluated by an on-site technician.
- Non-emergency scheduled repairs may be arranged at the convenience of the parties.
- At the State's discretion, upon diagnosis of a UPS problem by the Contractor's technician, the Contractor shall provide a quote for repair services within four (4) business hours.
- Break-fix services shall cover the replacement of defective parts, as required.
- No travel, shipping or disposal charges may be added to the price of UPS replacement parts.
- All pricing for replacement parts must be submitted as FOB Destination. Shipping expenses shall be built into the unit cost; no additional charges shall be billed to the State.
- The Contractor shall provide UPS battery replacement, as requested by the State. Disposal of defective and worn out batteries shall be in accordance with industry standards, at no additional cost.
- Contractor shall dispose of all UPS parts that have been determined to be un-repairable in accordance with industry standards, at no additional cost.

Warranty Terms:

- Parts – 90 days
- Services – 90 days
- Contractor shall have the capability to perform full UPS load testing, via computerized supplied power, and visual QC checks, should it become necessary.
- Hourly rates shall be calculated based solely upon on-site time. No travel time or expenses shall be billed to the State.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the State. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

Damage

- A. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- B. The Contractor shall agree that any damage to the building(s), materials, equipment or other property during the performance of the service will be repaired at their expense.

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide Uninterruptible Power Supply maintenance and repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$205,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as January 31, 2018.

Category 1

Locations listed at a zero dollar cost shall be maintained by Contractor at no cost to the State.

Agency	Address	MFR.	Model Number	Serial Number	KVA	Annual Maint. Cost Year 1	Annual Maint. Cost Year 2	Annual Maint. Cost Year 3
Dept. of Safety	33 Hazen Dr Concord, NH	Power Battery Co (Mitsubishi)	1MC1-40TC55C-480-M200-UI	134484	60	\$0.00	\$0.00	\$0.00
Dept. of Safety	33 Hazen Dr. Concord, NH	Power Battery Co (Mitsubishi)	1MC1-40TC55C-480-M200-UI	134148	60	\$1,200.00	\$1,200.00	\$1,260.00
Dept. of Administrative Services	25 Capital St Concord, NH	APC	9355	BH222KXX13	20	\$900.00	\$900.00	\$950.00
Dept. of Safety	Emergency Ops Ctr, 110 Smokey Bear Blvd/29 Hazen Dr. Concord, NH (DOS)	APC	VAC Silicon - Model #SL240KG	WE0605110154	240kw-480	\$1,450.00	\$1,450.00	\$1,520.00
Dept. of Environmental Services	29 Hazen Dr. Concord, NH	MGE Comet	72-160400-44/150kVa	B04-11956	150	\$1,450.00	\$1,450.00	\$1,520.00
Dept. of Environmental Services	29 Hazen Dr. Concord, NH	MGE Comet	72-160400-44/100kVa	B03-11226	100	\$1,200.00	\$1,200.00	\$1,250.00
Dept. of Revenue	109 Pleasant St. Concord, NH	Mitsubishi	3033C/7.5kVA-50kVA	11-7M73633-03	20	\$1,200.00	\$1,200.00	\$1,250.00
Employment Security	6 Townsend West Nashua, NH	APC	Smart-UPSVT/30kVA	SURTF30B4F	30	\$1,200.00	\$1,200.00	\$1,250.00
Employment Security	45 South Fruit St. Concord, NH	MGE Galaxy 4000	72-173005-00/50kVA	P06-10366	50	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-01	80	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-02	80	\$1,200.00	\$1,200.00	\$1,250.00
NHDES - WRBP	528 River Rd. Franklin, NH	Mitsubishi	UP9933A-A803DU/80kVA	10-7M73590-03	80	\$1,200.00	\$1,200.00	\$1,250.00

Employment Security	300 Hanover St, Manchester, NH	APC	SYAF8KRMT	QD1343260405 001343268495	8 kVA		\$0.00	\$0.00
DOT	7 Hazen Drive, Concord NH 03301	MGE Comet 72-160512- 22/50kVA	MGE Comet 72-160512- 22/50kVA	256804-01	50	\$1,200.00	\$1,200.00	\$1,250.00
DOT	110 Smokey Bear Blvd., Concord, NH 03301	Toshiba G9000/80kVA	Toshiba G9000/80kVA	T90S3S10KS6XSN	50	\$1,200.00	\$1,200.00	\$1,250.00

Category 2 – Hourly Rates for non-contracted UPS devices

Service Hours	Hourly Rate
Service Hour 7:00am through 6:00PM	\$110.00
Service Hour 6:01PM through 6:59AM	\$150.00

INVOICE

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the state satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.

State of New Hampshire

Department of State

CERTIFICATE

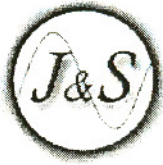
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J&S Power Solutions, Inc. a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on April 13, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of January, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



J&S Power Solutions, Inc.

January 8, 2015

State of New Hampshire
25 Capitol St.
Concord, NH 03301

To Whom It May Concern,

This letter is to confirm the Tania Martinez is the Director of Administration of J&S Power Solutions, Inc. located at 201 E. Ogden Ave. Ste. 14 Hinsdale, IL 60521. Tania Martinez has all rights & authorization to sign any paper work with the State of New Hampshire pertaining to the Uninterruptible Power Supply Maintenance & Repair Service contract.

Sincerely,

A handwritten signature in cursive script that reads 'Philip Scaria'.

Philip Scaria
(Vice President)

Notary:

A handwritten signature in cursive script that reads 'Sara Oczkiewicz'.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2015

PRODUCER

830-893-1723 fax-630-893-1730
ALL NEW SERVICES, INC.
1278 Lake ST.
Roselle, IL 60172

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: EMPLOYERS MUTUAL

INSURER B: LIBERTY MUTUAL

INSURER C: ESSEX

INSURER D:

INSURER E:

INSURED

J & S POWER SOLUTIONS, INC.
201 E. Ogden Ave. #14
Hinsdale, IL 60521

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WAIVER OF <input type="checkbox"/> SUBROGATION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2X4259503	01/08/2015	01/08/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2X4259503	01/08/2015	01/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2X4259503	01/08/2015	01/08/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WC534S534566012	08/20/2015	08/20/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
OTHER PROFESSIONAL LIABILITY	SM883939	08/28/2014	08/28/2015	\$1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LL OPERATIONS. REF #1500069 REVISED

ADDITIONAL INSURED-STATE OF NEW HAMPSHIRE

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DIVISION OF PLANT & PROPERTY
MANAGEMENT BUREAU OF PURCHASE &
PROPERTY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE